

**United States District Court**

*District of Massachusetts*

Steven Roland Drury  
"Plaintiff "

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) C .A. No 03 -11422-mlw

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VS

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The New England Regional Council of Carpenters )  
, Carpenters Union local 107 , Thomas Harrington . )  
Art Sisko , Simon James , and Kennedy and Rossi Inc. )

**"Defendants"**

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**Objection to the Defendants reply in support of motion to dismiss rule 12 B /**

***Plaintiff Argument***

1 Plaintiff objects strongly and demands remedy from the court. Defendant's baseless concerns that this case is based upon Non - representation of the Carpenters Union and its signatories and agents is correct. The Union of Carpenters and its agents Have failed and continue to fail and punish the Plaintiff. The Plaintiff accused the lawyers "Krakow & Souris LLC " of trying to change the presentation of facts before the court to gain dismissal , under time limit for such violation of failure of fair representation under federal law, is frankly an outrage. The Defendants want to reinterpret the suit from a civil rights to now a fair representation matter. Plaintiff again spells out the Time limits which are contained within MGL, limits of 3 years, **This is a civil rights case.** The Plaintiff charges the agents and the Union and signatory company so named in this case as violating Plaintiff's common law rights to work under both state and federal constitutional issues. Plaintiff's rights have been never heard in completion by the Union and in fact, now are used to prevent Plaintiff from working with No work opportunity. This is a so called policy of the

Union. Make it known That the Plaintiff can show that the Union controls all labor and more or less who works. The Plaintiff also brings suit upon the Defendants (in There [In personam's}). The Plaintiff is being refused the right to work, discriminated, within the "color of law" of its agents Union members who even attack Plaintiff at Union meetings or at rallies over this issue. Plaintiff protests and asks the court for protection by way of "Preliminary Injunction" whereby the cost was beared by Plaintiff who is unemployed, AND the lawyers for the Defendants moving the case to federal court and now asume the jurisdiction to be federal.

The Plaintiff's case is tangible to his property rights, Cepeda v Swift & Co, C.A.No.415 F.2 1205 1206, rights given to him controled by him by the U.S. Constitution, further, The Union does nothing to protect Plaintiff's rights. Plaintiff has never willingly and knowlnly waved his rights to the Union. However the lawyers bring to the Plaintiffs attention this comment in legal theory, That this case has no base in the question upon why the Union and its signatory Fire or discharge the Plaintiff over and over. Why is that? That question is set upon the facts, signing w-4 and given SS# and signing or releasing infromation on the I-9 from. The Defendants lawyer state the Plaintiff has no claim based on time limits and repersentation. Again is this some kind of a joke, a twisting of the facts by defense lawyers? Fact of the matter is, The defense lawyers have full knowledge of the Plaintiff due to their handling of all the Unions NLRB and EEOC complaints. The Union duty is to give fair representation to Plaintiff, a member for 23 odd years and in this time the member has only worked 6.7 years. The Union continues to punish this member for his rights without any cause or fear. Union has failed to repersent Plaintiff. Union has caused further damage to Plaintiff by punishment "**acting first ,without legal authority**" by claiming that the w-4, SS# and I-9 are in fact requirements by the Plaintiff under the Union contract. When in fact that contract does not state anything in particular as to signing a w-4 or I -9 from or requirement of a SS# when the law itself would not required such. The question here is how hard would it have been to state such? You must sign w-4 and I-9 froms and give SS#, however they rely upon this wording as their reasoning to not allow the Plaintiff to work within the Union.

The Defendants of the Union have interpreted the documents within their own opinions, which may not apply to Plaintiff, having no right to do so or to interfere. Plaintiff also states here in facts:

1. Plaintiff has exhausted all remedy and must come before the court
2. Plaintiff is ongoing a Kind of Ban < black balling , from Union hall from work duties ( fair referrals )
3. It is the Union who relies upon the contract wording, to their acting agents of the Plaintiff, Not the Plaintiff relies upon the contract of Union in its wording as to signing of documents required by law.

Further to the court

“ The Union is frankly *hiring New members advertising to join and that there is work and the Union is working, the whole while the Plaintiff continues to look for work. These advertisements are on public radio during prime advertising times.* Plaintiff is not considered, and has been out of work over 18 months. IF the court even entertains this kind of verbiage by Defendants lawyer Souris and Company , and his legalities, The Plaintiff will appeal. Plaintiff believes that the Union is acting “ wholly irrational “.

This would be like Plaintiff restraining food from his family due to his judgement even if his judgement is not lawful.

Plaintiff brings to attention of the court the fact many questions on a hire from are not employee accommodated as to if the employee ( worker is or can do such work ) however employers ask such being questions as **What is your marital status ?** there is certainly no need to know if someone is single , divorce, married, or widowed, what if someone did not answer this question would he or she be fired ? or **what is your religion ? or are you pregnant ? or do you have a honorable discharge from the service ? does a relative work in the company ? say if the employer up front states its Job requirement to be drug testing ? and why ? the worker may choose not to be hired, however this Union contract and its signatory contractors Can not show that there is a law that applies to Plaintiff to sign w-4 or an I-9 and given SSA numbers as a requirement to work >**

**point is here if the job doesn't accommodate the question ? then is it reasonable to ask the question** and expect an answer or if the worker ask a question to that question as to proof (in law ) that he be required to perform and answer and or sign is it not ?“ wholly irrational “ on the intention of the worker to ask and not provide answers if in fact the documents are contracts with the government?

The answer is only if it applies to the qualification of the job duties or the worker and his rights to agree freely and without loss. However here in this law suit the Union and its signatory contractors force upon Natural born native, “Citizen by birth “, Plaintiff, to sign w-4 and give SS# and sign I-9 forms as a requirement of employment whereby it is not said in policy of Kennedy and Rossi Inc. or within the Union by laws or its contract. Plaintiff also retains his right over his person and subject matter jurisdiction and demand the court to confirm its rights over him and this is a lawful question of jurisdiction of the person or citizen and a matter of jurisdiction within the state taken into this realm within this federal court

**The fact that a Union complaint was filed and not heard is wrong plain and simple!!! Under what right did the Union have not to hear the matter ? This shows the court that the Union agents and signatory contractors are controlling Plaintiffs by demand and threat of job loss, refusing to hear his complaints or questions. Could this be a violation of civil rights. When it affects Plaintiff's right to earn a lawful living, this fact alone is to be considered not fair when the Plaintiff must work within the Union to receive a retirement. The long length of unemployment should show the court the control the Union has upon Plaintiff. Plaintiff now suffers years of joblessness even whereby the agents have come upon the job site to discharge the Plaintiff and will not allow Plaintiff work due to being forced to sign such documents.**

The fact the lawyers bring to the attention of the court that the Plaintiff's beliefs included and filed on record be not considered as his own because he did not sign such.

This is "Wholly irrational " this is laughable even the lawyers for the Defendants should come to consider that the bible itself is not written by Plaintiff but he too believes in that instruction as a basis of reasoning. Fact is the Union and signatory contractors under its contract has no right to instruct Plaintiff in taxes or to refuse work to Plaintiff even discharging due to signing w-4 ect..

As a member relying upon referrals from the hall and is 95 % of work detail for Plaintiff and as other members fairly have referrals, it's wrong for the Union and its signatorys to prevent Plaintiff from work or not to include Plaintiff and this is what is happening. Plaintiff feels this is a violation and damage of the Plaintiff's civil rights. Plaintiff has bonafied belief in his bible. **Plaintiff's belief or his right to control his property to not be taken of a number. This is very rational and does not damage anyone. The Plaintiff's Union has Not addressed legally and to the full extent of reason in law. Plaintiff must come before the court for remedy your honor.**

**Think of it as the Plaintiff has been now out of work [ PUNISHED] for some 2 years** filing , waiting for remedy and the Union continues to control or remove Plaintiff from the work list or not use him in referrals from the hall.

1. As if it causes some kind of problem for to Union and signatory when in fact it would not. This is a plain and simple case of discrimination over civil rights and property rights controled by Plaintiff.

- 2 The Plaintiff is in on going restricting of work due to This case, due to his stand on his rights not signing w-4 or I-9 forms or give SS# and demand , right to ask for the legal law to wit : ***requirement to provide such to private signatory employers or to Union when Plaintiff is NOT allowed to work within the Union signatory contractors under the contract of carpenters*** . The damage is great to the Plaintiff . Plaintiff's work is within the jurisdiction of the 50 states Only being ( Commonwealth of Massachusetts republic ) in the Union of states without the jurisdiction or in an enclave of the federal United States [ corp . This why the Plaintiff ask the Defendants lawyers to provide waiver of jurisdiction whereby the acts taken place was within the state )
- 3 The Defendant's lawyers seem to think and feel that the issue of the Union contract in which the Defendants rely upon is my point that Plaintiff relies upon it This is not true It states nothing as to signing w-4 or given ss# or even signing I-9 forms. The Union contract states ***only documents that are required by law*** or required that apply to Plaintiff. Plaintiff relies on reg. IRC Title 26 reg. 1-1441-5 as to their requirement of Subtitle A taxes. Defendants have no right to punish or withhold work for the brother members ( Plaintiff ) to sign all required legal forms if they do not legally require such.

Union's ongoing restricting now in present time to date Nov. 13 /03 where by the Defendants and other signatory contracts will not consider Plaintiff and will not hire the Plaintiff or give referrals to the Plaintiff from local 107 Union hall, again showing total and blantant control by the Union.

- 3 A. The Plaintiff has exhausted all remedies EEOC, NLRB, AG, and officers in MA Union local 107 and higher. All have refuse to read and follow the reg. (The Law ) and Defendants would rather give only part of the infromation and not the whole 4 corner doctrine in law. Defendants want to dismiss this case on their belief that they have not violated and that it was fair and rational to dismiss Plaintiff and to further restrict ( Plaintiff ) from work on going to date .

This summary judgment request by the defense is wrong and regardless of the court acts upon this case. Plaintiff and Defendants are at present time In legal War, whereby the court must decide the issues in this case. If the court refuses remedies respectfully and The judge doesn't address the question within this case, which are base on regulation in CFR, USC and MGL public law ect... whereby Defendants have openly refused to deal in good faith with Plaintiff. Defendants Demand that all documents be his which is unreasonable as they will not listen to reason no matter if Plaintiff writes or even brings the law to them.

This case is based on ongoing events as well as the past. This discrimination and acts by the Defendants have caused the Plaintiff to losses of family, right to earn a livelihood in Union, retirement, and his damage to his person and is beyond repair.

4. The Plaintiff Has exhausted **ALL** remedies and Demands a Jury trial.
5. The Plaintiff is not a lawyer and can not be measured as such.
6. The court can not dismiss this case without addressing the facts that the Defendants will continue to act and will continue to scorn and keep the Plaintiff from working within the Union.
7. The Plaintiff doesn't have to give Argument at this time. Plaintiff has a right to remedies within the court of common pleas (In law). Plaintiff's right to jurisdiction in the state of Massachusetts, the Plaintiff has a right after exhausting or choosing his method in law.
8. The Defendants duty to give fair representation to Plaintiff has been exhausted and decisions have been made by the Union and its agents to not allow or hear any complaints from the Plaintiff, will show this and has come to understand that the lawyers for the Union and NLRB and EEOC ect, have never addressed nor have jurisdiction over this subject matter. The Defendants can not have both. Defendants move the case to federal court because of subject matter then they move for summary judgment due to their so called reasonable acts, which violated the rights of the Plaintiff



9 The Defendants Are being sued personally as citizens inflicting their baseless will upon the Plaintiff. There is no law that requires a native citizen to sign withholding documents or give a SS# as a requirement to private employers and to sign or give personal information to INS by use of I-9 from native citizens born in the republic of Massachusetts. This is a fact in this case, nor does the Union have any authority to not represent Plaintiff of the issue subject matter when the Union contract doesn't state what the Defendants use as they base to keep the Plaintiff from working within the Union or hearing complaints filed on this matter.

10 The Defendants use case law without any explanation. Plaintiff given his briefs and incorporated other documents and case paperwork to the court to show the court there is legal issues that have been given decisions in other courts upon the subject matter. Plaintiff will at this time or a requirement of the court give a scope or unveil his case in summary judgment. The Plaintiff in his defending his right to trial. Plaintiff again demands the court to move all risks of dismissal away from Plaintiff. Plaintiff seeks remedy in a common plea court of law under common law and its jurisdiction over his person and the subject matter.

11. Plaintiff fears the lawyers for Defendants have brought the jurisdictional matters before the court wrongly and they are using the court rules and case law without explaining such to dismissal of the subject matter.

The Plaintiff demands a hearing before a common law judge on any subject matters being considered.

12. The Union Has continued and Openly to not grant or solve the complaints for Plaintiff, in fact the Union has no right to demand and in lack of authority, has stopped referrals of Plaintiff and refuses to hear any complaints filed with the Union. Again, this is why the Plaintiff is in court for remedy.

13. The lawyers have refused mail and have not included documents which they stated is within, sent to plaintiff as well as Plaintiff's return mail sent to Kennedy and Rossi. This is the kind of harassment Plaintiff has to bear and asks the court to

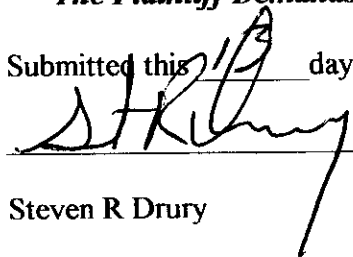


instruct their office to accept such mail and to include all documents there stated when interreaction with the Plaintiff.

No court records on docket has been sent as stated by Defendants for Union and return of documents sent to Kenndey and Rossi

***The Plaintiff Demands a court Jury Trial***

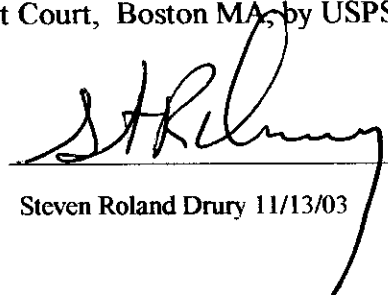
Submitted this 13 day of Novemeber, 2003

  
Steven R Drury

See Attached copies as Exhibit A and B within this document acquired from the Freedom of Information Act, through the NLRB, concerning previous issues of Plaintiff with Defendants. Both are from Lawyers for Defendnats Krakow, Souris, and Birmingham, addressed to Mike Fitzsimmons, NLRB, dated February 15, 2000, and April 5, 2000, respectivley.

**Proof of service**

I Steven R Drury on this day of Nov. 13 , 2003 now certify that I caused a true and correct copies of the forgoing to be sent on the above date here shown to Douglas Phillips , Holland & Knight , 10 James St. Boston MA 02116 and Krakow and Souris 255 Friend St Boston , MA 02114 and the Federal District Court, Boston MA, by USPS regular mail.

  
Steven Roland Drury 11/13/03